

RECEIPT NUMBER

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

ORIGINAL

NEW WORLD AVIATION, INC.  
a New Jersey Corporation,

Plaintiff,

v.

LA-VAN HAWKINS,  
an individual,

Defendant.

MAGISTRATE JUDGE R. STEVEN WHALEN

**COMPLAINT FOR BREACH OF CONTRACT, PROMISSORY ESTOPPEL,  
QUASI CONTRACT-UNJUST ENRICHMENT, AND ACCOUNT STATED**

New World Aviation, Inc., by and through its undersigned counsel, for its Complaint  
against La-Van Hawkins, alleges as follows:

**JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as the  
matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and is  
between citizens of different states.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a), as  
the Defendant resides here, and a substantial part of the events or omissions giving rise to the  
claims occurred here.

**THE PARTIES**

3. New World Aviation, Inc. ("New World"), is a corporation organized and existing  
under the laws of New Jersey, with its principal place of business at 987 Postal Road, Allentown,  
Lehigh County, Pennsylvania, 18109.

4. Upon information and belief, Defendant La-Van Hawkins ("Hawkins") is a citizen of the State of Michigan.

#### FACTUAL ALLEGATIONS

5. Defendant contracted with New World from on or about December 12, 2002, to on or about July 19, 2003, ("the term of the Contracts") for the purchase of New World's chartered jet air transportation services and products, including, but not necessarily limited to, numerous aircraft flights to and from several cities throughout the United States, including Detroit, in the State of Michigan, limosines to and from the airports, food and beverages on board the flights, and air telephone services ("air transportation services and products").

6. During the term of the Contracts, Defendant Hawkins delivered verbal and written purchase orders, via telephone and facsimile, to New World at New World's headquarters in Allentown, Pennsylvania, for air transportation services and products, for the benefit of the Defendant.

7. In response to the purchase orders from Defendant, New World's general practice was to deliver Defendant a detailed written statement of the requested air transportation services and products and the anticipated charges ("Quote Sheet") for the requested services and products. In reply, Defendant either confirmed the statements and accepted the anticipated charges, or modified the requested services and products. In the event that Defendant modified the requested services and products, New World adjusted the charges accordingly.

8. For each purchase order delivered by Defendant to New World, the parties (a) agreed on a specific price on an item-by-item basis, or (b) agreed that New World would charge and Defendant would pay New World's current rates and prices for the air transportation services and products that Defendant had ordered.

9. The parties agreed that Defendant would pay New World within 30 days (i.e., “net 30”) from the date of New World’s Invoices, plus 1.5% in interest per month on amounts due and not paid within the 30 days.

10. Defendant placed numerous purchase orders for air transportation services and products with New World during the term of the Contracts, for the benefit of Defendant, who was a passenger on all of the chartered aircraft flights operated by New World.

11. Defendant was the recipient of the benefits of all of the air transportation services and products rendered by New World in consideration of, and in reliance upon, the Defendant’s promises to pay for the services and products.

12. New World issued Invoices to Defendant that listed the air transportation services and products that it had rendered and that Defendant had received the benefit of, and also listed the charges that Defendant agreed to pay for the services and products. (Exhibits A through N).

13. New World has demanded payment in writing, but Defendant has failed to pay the amounts that remain due and owing to New World for the air transportation services and products that it rendered to Defendant during the term of the Contracts.

14. The balances of the amounts due and owing by Defendant to New World for air transportation services and products, as stated in New World Invoices delivered to Defendant, are as follows:

- a. \$10,518.00 per Invoice No. 15427, dated April 24, 2003 and due May 24, 2003, for services and products delivered on April 23 – 24, 2003. The original invoice was issued in the amount of \$23,649.13. Part of that amount has been paid, with the outstanding balance being \$10,518.00;

- b. \$13,813.16 per Invoice No. 15448, dated April 29, 2003 and due May 29, 2003, for services and products delivered on April 29, 2003;
- c. \$4,878.35 per Invoice No. 15463, dated April 30, 2003 and due June 5, 2003, for services and products delivered on April 2-6, 2003;
- d. \$4,550.00 per Invoice No. 15492, dated May 13, 2003 and due June 12, 2003, for services and products delivered on May 8 – 12, 2003. The original invoice was issued in the amount of \$44,814.40. Part of that amount has been paid, with the outstanding balance being \$4,550.00;
- e. \$373.96 per Invoice No. 15595, dated May 14, 2003 and due June 13, 2003, for services and products delivered on May 8 – 12, 2003;
- f. \$25,808.53 per Invoice No. 15548, dated May 26, 2003 and due June 25, 2003, for services and products delivered on May 25 – 27, 2003;
- g. \$327.86 per Invoice No. 15562, dated May 28, 2003 and due June 27, 2003, for services and products delivered on April 2 – 6, 2003;
- h. \$242.57 per Invoice No. 15558, dated May 28, 2003 and due June 27, 2003, for services and products delivered on April 23 – 24, 2003;
- I. \$55,268.41 per Invoice No. 15591, dated June 3, 2003 and due July 3, 2003, for services and products delivered on May 29 – June 3, 2003;
- j. \$188.70 per Invoice No. 15656, dated June 20, 2003 and due July 20, 2003, for services and products delivered on May 29 – June 3, 2003;
- k. \$50.47 per Invoice No. 15657, dated June 20, 2003 and due July 20, 2003, for services and products delivered on May 8 – 12, 2003;

l. \$42,981.13 per Invoice No. 15679, dated June 24, 2003, and due July 24, 2003, for services and products delivered on June 20 – 24, 2003;

m. \$24,543.35 per Invoice No. 15722, dated July 8, 2003 and due August 8, 2003, for services and products delivered on July 5 – 7, 2003;

n. \$30,501.59 per Invoice No. 15795, dated July 19, 2003 and due August 18, 2003, for services and products delivered on July 17 – 19, 2003.

15. True and accurate copies of New World's Invoices, in paragraph 14 a. though n. of this Complaint, are attached as Exhibits A through N and are incorporated herein ("Invoices").

16. A true and correct copy of an account statement summarizing the New World Invoices and the amounts that Defendant owes and has not paid to New World is attached as Exhibit O and is incorporated herein ("Account Statement"). The unpaid total sum of the New World Invoices is approximately \$214,046.00, plus interest at the rate agreed upon, namely, 1.5% per month on amounts due and not paid within the 30 days from the date of New World's invoices.

17. Defendant has not claimed that the air transportation services and products for which payment is due and owing was not delivered to him, and he has not objected to the charges or the amounts of the outstanding balances.

#### **PRIOR PROCEEDINGS**

18. New World has previously sought to recoup the sums at issue in this Action by judicial process. New World filed suit in this Court in Case No. 03-74565 (BAF) on November 13, 2003, against Defendant and La-Van Hawkins Food Group, LLC ("Food Group"). New World was able to serve Food Group, but despite its best efforts, New World was never able to locate and serve Defendant.

19. Food Group never answered New World's Complaint, and the Court entered a default judgment against Food Group on April 28, 2004. To date, New World has been unable to execute that judgment. Because New World was unable to serve Defendant within 120 days, the case was eventually closed.

## **COUNT I**

### **BREACH OF EXPRESS CONTRACTS**

21. New World incorporates Paragraphs 1 through 19 of this Complaint as if set forth herein.

22. Defendant expressly contracted with and agreed to pay New World for air transportation services and products.

23. New World, in consideration of the promises of Defendant to pay, performed the Contracts with the Defendant by providing the requested services and products.

24. Defendant has failed to pay New World and has thereby materially breached express Contracts with New World.

25. Defendant's material breaches of express Contracts with New World have damaged New World in the amounts stated in the Invoices and the Account Statement attached hereto as Exhibits A through O, and in the total sum of approximately \$214,046.00, plus interest and the legal fees and costs of this action.

## **COUNT II**

### **BREACH OF IMPLIED CONTRACTS**

26. New World incorporates Paragraphs 1 through 25 of this Complaint as if set forth herein.

27. Defendant impliedly contracted with and agreed to pay New World for air transportation services and products by requesting and accepting such services and products.

28. New World, in consideration of the implied promises of Defendant to pay, performed the Contracts with the Defendant by providing the requested services and products.

29. Defendant has failed to pay New World and has thereby materially breached his implied Contracts with New World.

30. Defendant's material breaches of implied Contracts with New World have damaged New World in the amounts stated in the Invoices and the Account Statement attached hereto as Exhibits A through O, and in the total sum of approximately \$214,046.00, plus interest and the legal fees and costs of this action.

### COUNT III

#### PROMISSORY ESTOPPEL

31. New World incorporates Paragraphs 1 through 30 of this Complaint as if set forth fully herein.

32. Defendant represented and gave promises, expressly and impliedly, to New World that he would pay New World its charges for the air transportation services and products that the Defendant requested.

33. Defendant intended for New World to rely upon his representations and promises concerning payment for the services and products that New World rendered to the Defendant.

34. In reliance on Defendant's representations and promises, New World provided the requested valuable air transportation and services.

35. It was reasonable for New World to rely upon Defendant's representations and promises to pay for the services and products, and New World did in fact rely upon the representations and promises of Defendant to New World's detriment and harm.

36. Defendant is now estopped from denying that he owe the sums in the Invoices and the Account Statement, attached hereto as Exhibits A through O, to New World, and which amount to the total sum of approximately \$214,046.00, plus interest and the legal fees and costs of this action.

#### COUNT IV

##### QUASI CONTRACTS-UNJUST ENRICHMENT

37. New World incorporates Paragraphs 1 through 36 of this Complaint as if set forth fully herein.

38. New World delivered valuable air transportation services and products to Defendant, which the Defendant requested, accepted, and enjoyed the benefits of.

39. The charges set forth in the Invoices and the Account Statement, Exhibits A through O, are fair and reasonable charges for the air transportation services and products New World delivered to Defendant.

40. The Defendant has been unjustly enriched by his failure to pay New World for the valuable services and products that New World delivered and that the Defendant accepted and enjoyed the benefits of.

41. Defendant has been unjustly enriched in the amounts stated in the Invoices and the Account Statement, attached hereto as Exhibits A through O, and which amount to the total sum of approximately \$214,046.00, plus interest and the legal fees and costs of this action.

**COUNT V**

**ACCOUNT STATED**

42. New World incorporates Paragraphs 1 through 41 of this Complaint as if set forth fully herein.

43. Defendant maintained an open account with New World whereby Defendant would request New World to provide air transportation services and products at the prices set forth in the Invoices and the Account Statement attached as Exhibits A through O.

44. New World demanded payment from Defendant for payment of its outstanding Invoices.

45. Defendant has not denied that the services and products were delivered and that he accepted and enjoyed the benefits thereof, and Defendant has not objected to the charges described in Exhibits A through O.

46. Defendant has neglected, failed and/or refused to pay any of the sums due and owing New World as reflected in the Invoices.

47. The charges described in Exhibits A through O, for services and products rendered by New World, constitute an account stated against Defendant.

48. The amounts of the account stated for which Defendant is liable to New World are shown in the Invoices and the Account Statement, attached hereto as Exhibits A through O, and which amount to the sum of approximately \$214,046.00, plus interest and the legal fees and costs of this action.

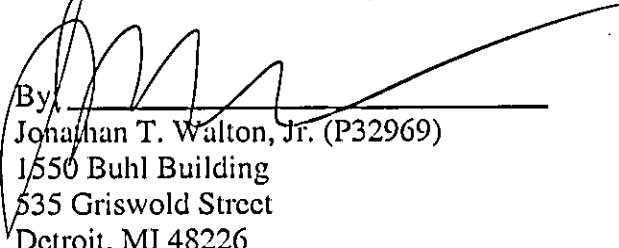
**PRAYER FOR RELIEF**

**WHEREFORE**, New World demands judgment against Defendant in the amounts that are listed in paragraph 14 a. through n. of this Complaint, the sum of which is \$214,046.00, and

- (a) interest on the outstanding balance of each Invoice at the rate of 1.5% per month from the due date of each Invoice through the date of judgment;
- (b) interest on the judgment amount at the legal rate (6% per annum) from the date of judgment through the date of payment;
- (c) the costs and fees associated with this action; and
- (d) such other relief as the Court deems just and appropriate.

Respectfully submitted,

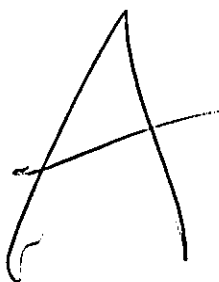
WALTON & DONNELLY, P.C.

By:   
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535 Griswold Street  
Detroit, MI 48226  
313) 963-8989  
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OF COUNSEL:  
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Matthew F. Scarlato  
CROWELL & MORING LLP  
1001 Pennsylvania Ave., NW  
Washington, DC 20004  
202-624-2500 (phone)  
202-628-5116 (fax)

ATTORNEYS FOR PLAINTIFF,  
NEW WORLD AVIATION, INC.

Dated: March 14, 2005

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## Invoice

## New World Aviation

## BILL TO

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

DATE	INVOICE #
4/24/2003	15427
TERMS	DUE DATE
Net 30	5/24/2003
REF#	T04230321

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N211SJ	04/23/03-04/24/03	DET/BWI/DET/MDW		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins				
Flight Time Charges	5.4	3,500.00	18,900.00T	
Customer Service Representative	2	350.00	700.00T	
Crew Overnight Expenses	1	825.00	825.00T	
Landing Fees		625.00	625.00T	
FAA Passenger Segment Fee (Per Passenger and Per Leg)	5	3.00	15.00	
Ground Transportation		639.36	639.36	
Catering		366.02	366.02	
Federal Excise Tax		7.50%	1,578.75	
Thank you for flying New World Aviation, Inc. We look forward to serving you again.		<b>Total</b>	<b>\$23,649.13</b>	

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

B

**Invoice****New World Aviation****BILL TO**


La-Van Hawkins Food Group  
 607 Shelby St., Suite 200  
 Detroit, MI 48226

DATE		INVOICE #	
4/29/2003		15448	
TERMS		DUE DATE	
Net 30		5/29/2003	
REF#	T042903M1		

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N305SJ	04/29/03	MDW/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins				
Flight Time Charges	3.4	3,500.00	11,900.00T	
Customer Service Representative	1	350.00	350.00T	
Landing Fees		300.00	300.00T	
FAA Passenger Segment Fee (Per Passenger and Per Leg)	1	3.00	3.00	
Ground Transportation		226.56	226.56	
Catering		92.35	92.35	
Federal Excise Tax		7.50%	941.25	
Thank you for flying New World Aviation, Inc. We look forward to serving you again.		<b>Total Due</b>	<b>\$13,813.16</b>	

Any extraordinary charges not included above  
 (Catering, International Fees, Sky Phone, etc.) will  
 be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
 not paid within terms.

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**Invoice**

New World Aviation

**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

<b>DATE</b>	<b>INVOICE #</b>
4/30/2003	15463
<b>TERMS</b>	<b>DUE DATE</b>
Net 30	6/5/2003
<b>REF#</b>	T040203M1

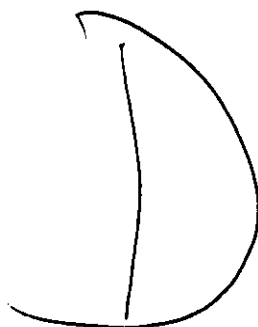
AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N305SJ	04/02/03-04/06/03	PDK/LAX/SDL/DET/LGA/MDW/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins		550.40	550.40	
Ground Transportation		4,026.00	4,026.00T	
Deicing				
Transportation & Deicing charges not billed on original invoice.				
Federal Excise Tax		7.50%	301.95	

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$4,878.35

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.



**Invoice**

New World Aviation

**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

<b>DATE</b>	<b>INVOICE #</b>
5/13/2003	15492
<b>TERMS</b>	<b>DUE DATE</b>
Net 30	6/12/2003
<b>REF#</b>	T05080321

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N211SJ	05/08/03-05/12/03	DET/LGA/DET/MDW/DTW/PDK		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins				
Flight Time Charges	8.7	3,500.00	30,450.00	T
Minimum Daily Fee	1.3	3,500.00	4,550.00	T
Customer Service Representative	5	350.00	1,750.00	T
Crew Overnight Expenses	4	825.00	3,300.00	T
Landing Fees		1,350.00	1,350.00	T
FAA Passenger Segment Fee (Per Passenger and Per Leg)	9	3.00	27.00	
Ground Transportation		176.93	176.93	
Catering		105.47	105.47	
Federal Excise Tax		7.50%	3,105.00	

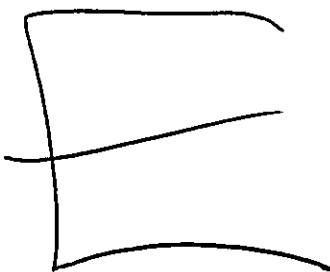
Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$44,814.40

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

*Bal Due \$4550.00*

A 1.5% fee will be added for any invoices that are  
not paid within terms.



**Invoice**

New World Aviation

**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

<b>DATE</b>	<b>INVOICE #</b>
5/14/2003	15595
<b>TERMS</b>	<b>DUE DATE</b>
Net 30	6/13/2003
<b>REF#</b>	T05080321

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N211SJ	05/08/03-05/12/03	DET/LGA/DET/MDW/DTW/PDK		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins Catering  Catering not billed on original invoice.		373.96	373.96	

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$373.96

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

F

## Invoice

## New World Aviation

## BILL TO

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

DATE	INVOICE #
5/26/2003	15548
TERMS	DUE DATE
Net 30	6/25/2003
REF#	T052503D1

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GII/N400D	05/25/03-05/27/03	DET/PDK/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins	5	3,400.00	17,000.00T	
Flight Time Charges	1	3,400.00	3,400.00T	
Minimum Daily Fee	3	350.00	1,050.00T	
Customer Service Representative	2	825.00	1,650.00T	
Crew Overnight Expenses		400.00	400.00T	
Landing Fees	2	3.00	6.00	
FAA Passenger Segment Fee (Per Passenger and Per Leg)		390.04	390.04	
Ground Transportation		149.99	149.99	
Catering		7.50%	1,762.50	
Federal Excise Tax				

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$25,808.53

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

www.newworldaviation.com

987 Postal Road • Allentown, Pa. 18109 - 9585

877.359.0100 • USA 610.231.9555 • Fax 610.231.9566 • Maint.Fax 610.231.8768

6



# New World Aviation

**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

<b>DATE</b>	<b>INVOICE #</b>
5/28/2003	15562
<b>TERMS</b>	<b>DUE DATE</b>
Net 30	6/27/2003
<b>REF#</b>	T040203M1

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N305SJ	04/02/03-04/06/03	PDK/LAX/SDL/DET/LGA/MDW/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins Sky Phone Charges		327.86	327.86	
Thank you for flying New World Aviation, Inc. We look forward to serving you again.		<b>Total</b>	<b>\$327.86</b>	

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

H

**Invoice**

New World Aviation

**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

<b>DATE</b>	<b>INVOICE #</b>
5/28/2003	15558
<b>TERMS</b>	<b>DUE DATE</b>
Nct 30	6/27/2003
<b>REF#</b>	T04230321

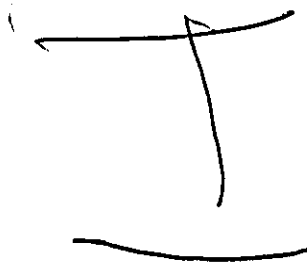
AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N211SJ	04/23/03-04/24/03	DET/BWI/DET/MDW		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins Sky Phone Charges		242.57	242.57	

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$242.57

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

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**Invoice**

New World Aviation

**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

<b>DATE</b>	<b>INVOICE #</b>
6/3/2003	15591
<b>TERMS</b>	<b>DUE DATE</b>
Net 30	7/3/2003
<b>REF#</b>	T05290321

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N211SJ	05/29/03-06/03/03	DTW/LGA/DET/CAE/DTW/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins				
Flight Time Charges	7.8	3,500.00	27,300.00T	
Minimum Daily Fee	4.2	3,500.00	14,700.00T	
Customer Service Representative	6	350.00	2,100.00T	
Crew Overnight Expenses	5	825.00	4,125.00T	
Landing Fees		1,600.00	1,600.00T	
FAA Passenger Segment Fee (Per Passenger and Per Leg)	9	3.00	27.00	
Ground Transportation		393.28	393.28	
Catering		1,286.25	1,286.25	
Federal Excise Tax		7.50%	3,736.88	

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$55,268.41

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

5

## Invoice

New World Aviation

## BILL TO

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

DATE	INVOICE #
6/20/2003	15656
TERMS	DUE DATE
Net 30	7/20/2003
REF#	T05290321

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N211SJ	05/29/03-06/03/03	DTW/LGA/DET/CAE/DTW/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins Sky Phone Charges		188.70	188.70	

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$188.70

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

[www.newworldaviation.com](http://www.newworldaviation.com)

987 Postal Road • Allentown, Pa. 18109 - 9585  
877.359.0100 • USA 610.231.9555 • Fax 610.231.9566 • Maint.Fax 610.231.8768

K



# New World Aviation

**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

<b>DATE</b>	<b>INVOICE #</b>
6/20/2003	15657
<b>TERMS</b>	<b>DUE DATE</b>
Net 30	7/20/2003
<b>REF#</b>	T05080321

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
GIIB/N211SJ	05/08/03-05/12/03	DET/LGA/DET/MDW/DTW/PDK		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins Sky Phone Charges		50.47	50.47	
Thank you for flying New World Aviation, Inc. We look forward to serving you again.		<b>Total Due</b>	<b>\$50.47</b>	

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

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## Invoice

New World Aviation

## BILL TO

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

DATE	INVOICE #
6/24/2003	15679
TERMS	DUE DATE
Net 30	7/24/2003
REF#	T062003R1

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
Challenger 600/N116RA	06/20/03-06/24/03	See Below		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins				
Routing: DET/CVG/MDW/BKL/CVG/MDW/DET/LGA/H PN/LGA/DET				
Flight Time Charges	9.7	3,250.00		31,525.00T
Minimum Daily Fee	0.3	3,250.00		975.00T
Customer Service Representative	5	350.00		1,750.00T
Crew Overnight Expenses	4	825.00		3,300.00T
Landing Fees		1,700.00		1,700.00T
FAA Passenger Segment Fee (Per Passenger and Per Leg)	57	3.00		171.00
Catering		616.38		616.38
Federal Excise Tax		7.50%		2,943.75

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$42,981.13

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

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## Invoice


**New World Aviation**
**BILL TO**

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

DATE	INVOICE #
7/8/2003	15722
TERMS	DUE DATE
Net 30	8/7/2003
REF#	T070503R1

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
Challenger 600/N116RA	07/05/03-07/07/03	DET/PDK/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins	5	3,250.00	16,250.00T	
Flight Time Charges	1	3,250.00	3,250.00T	
Minimum Daily Fee	3	350.00	1,050.00T	
Customer Service Representative	2	825.00	1,650.00T	
Crew Overnight Expenses		400.00	400.00T	
Landing Fees	4	3.00	12.00	
FAA Passenger Segment Fee (Per Passenger and Per Leg)		181.04	181.04	
Ground Transportation		55.31	55.31	
Catering		7.50%	1,695.00	
Federal Excise Tax				

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$24,543.35

Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

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## Invoice

New World Aviation

## BILL TO

La-Van Hawkins Food Group  
607 Shelby St., Suite 200  
Detroit, MI 48226

DATE	INVOICE #
7/19/2003	15795
TERMS	DUE DATE
Net 30	8/18/2003
REF#	T071703R1

AIRCRAFT/TAIL NUMBER	TRIP DATES	ROUTING		
Challenger 600/N116RA	07/17/03-07/19/03	DET/SDF/LGA/SDF/DET		
DESCRIPTION	QUANTITY	RATE	AMOUNT	
Lead Passenger: Mr. La-Van Hawkins				
Flight Time Charges	7.1	3,250.00	23,075.00T	
Customer Service Representative	3	350.00	1,050.00T	
Crew Overnight Expenses	2	825.00	1,650.00T	
Landing Fees		1,000.00	1,000.00T	
FAA Passenger Segment Fee (Per Passenger and Per Leg)	9	3.00	27.00	
Ground Transportation		1,539.84	1,539.84	
Catering		151.62	151.62	
Federal Excise Tax		7.50%	2,008.13	

Thank you for flying New World Aviation, Inc.  
We look forward to serving you again.

**Total Due** \$30,501.59

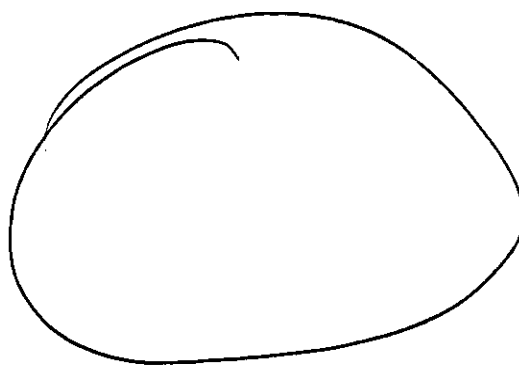
Any extraordinary charges not included above  
(Catering, International Fees, Sky Phone, etc.) will  
be billed when invoices are received.

A 1.5% fee will be added for any invoices that are  
not paid within terms.

www.newworldaviation.com

987 Postal Road • Allentown, Pa. 18109 - 9585

877.359.0100 • USA 610.231.9555 • Fax 610.231.9566 • Maint. Fax 610.231.8768



12:53 PM  
09/09/03  
Accrual Basis

New World Aviation, Inc.  
A/R Aging Detail  
As of September 9, 2003

Type	Date	Num	Name	Terms	Due Date	Aging	Open Balance
Current							
Total Current							
1 - 30							
Total 1 - 30							
31 - 60							
Total 31 - 60							
61 - 90							
Total 61 - 90							
> 90							
Total > 90							
TOTAL							

JS 44 11/99

**CIVIL COVER SHEET** COUNTY IN WHICH THIS ACTION AROSE: Wayne

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.

**I. (a) PLAINTIFFS**

NEW WORLD AVIATION, INC.

**DEFENDANTS****05-70990****ORIGINAL**(b) County of Residence of First Listed: Lehigh County, PACounty of Residence of First Listed Wayne

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

**(c) Attorneys (Name, Address and Telephone Number)**

WALTON &amp; DONNELLY, P.C.

By: Jonathan T. Walton, Jr. (P32969)

535 Griswold Street, 1550 Buhl Building  
Detroit, MI 48226 (313) 963-8989**Attorneys (If Known)**COURT REPORTER E. COOK, JR.  
MAGISTRATE JUDGE R. STEVEN WHALEN  
70990**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☒ 1 Incorporated or Principal of Business in This State ☐ 4 ☐
- Citizen of Another ☐ 2 ☐ 2 Incorporated and Principal of Business in Another State ☒ 5 ☐
- Citizen or Subject of Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment and Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel And Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21: 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 28 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 USC Section 1332 Breach of Contract.

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
 \$ DEMAND \$214,046.00

 CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☐ Yes ☒ No
**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Bernard A. Friedman

DOCKET NUMBER

03-74565DATE March 14, 2005

SIGNATURE OF ATTORNEY OF RECORD

X Jonathan T. Walton, Jr. (P32969)

## PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☒ Yes  
☐ No

If yes, give the following information:

Court: US District Court

Case No.: 03-74565

Judge: Bernard A Friedman

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☒ Yes  
☐ No

If yes, give the following information:

Court: U.S. District Court

Case No.: 03-74565

Judge: Bernard A Friedman

Notes:

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